

CITY OF COLUMBIA, SC

GENERAL INSURANCE REQUIREMENTS FOR CONSTRUCTION SERVICES

(Excerpt from City of Columbia, Engineering Regulations, Part 14.)

14.19.1 The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this Contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this Contract.

14.19.1.1 The insurance requirements set forth in this Contract are established to provide assurance that as a minimum the Contractor shall perform the indemnification required by paragraph 31.0 et.seq.

14.19.1.2 All insurance required shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of insurance provided by the Contractor and shall not contribute to it.

14.19.1.3 Insurance shall be obtained for not less than the limits of liability as specified in these instructions.

14.19.1.4 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be the same as provided in these instructions for the Contractor.

14.19.1.5 Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits unless minimum thirty (30) days prior written notice is given with the exception of (10) days prior written notice for nonpayment of premiums only, by certified mail, return receipt requested, has been given to the City.

14.19.2 Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract, Worker's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. The Contractor shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-insured Worker's Compensation Program to perform any activity related to this contract.

14.19.3 Liability Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The City of Columbia shall be specifically covered as an insured in all liability policies obtained in compliance with the provisions of this paragraph. The amount of such insurance shall be as follows:

14.19.3.1 Commercial General Liability Insurance: Coverage at least as broad as Insurance Service Office Form CG 00 01 11 85 in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage.

14.19.3.2 Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

14.19.4 Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the Owner as an additional insured in an amount not less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)

14.19.5 Builder's Risk Insurance: For the full contract price with the Owner as an insured and the Contractor as an additional insured.

14.19.6 Flood Insurance: The Contractor is required to carry, during the construction period, flood insurance for projects located in designated flood hazard areas in which the Federal Flood Insurance is available.

14.19.7 Proof of Coverage of Insurance: The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the Owner prior to commencing work on his contract nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

14.19.8 Scope of Insurance: The insurance required under Items 14.19.2, 14.19.3.1, 14.19.3.2, and 14.19.4 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

14.19.9 Special Hazards: The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.